# Terms of Service for Academic and Equivalent Administrative Staff (II) (Terms of Service A)



The Hong Kong University of Science and Technology

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# The Hong Kong University of Science and Technology

# Terms of Service for Academic and Equivalent Administrative Staff (II) (Terms of Service A)

# 1. Interpretation

- a) In these Terms of Service, unless the context otherwise requires, 'Statutes', 'University', 'Council', 'Senate', shall have the same meaning as in The Hong Kong University of Science and Technology Ordinance, and the Statutes of the University.
- b) 'appointee' means any person employed by the University to whom these Terms of Service are applicable.
- c) 'academic' means a Professor, a Reader, a Senior Lecturer/Associate Professor, a Lecturer/Assistant Professor or an Assistant Lecturer or any appointee specified as such in his Letter of Appointment.
- d) 'Equivalent Administrative Staff' means non-academic staff whose salary scales have a minimum point not less than that of an Assistant Lecturer.
- e) 'date of assumption of duty' means the actual day on which the appointee reports for work in Hong Kong, either to his head of department or the person specified in his Letter of Appointment, or to a representative of his head of department.
- f) 'department' includes school, centre, office and section.
- g) 'holders of an office' shall be the Vice-Presidents, the Deans, the Heads of Departments, the Directors and any person specified as such in his Letter of Appointment.
- h) 'dependent child' means an unmarried son or daughter or stepson or stepdaughter, whether by birth or by legal adoption, who has not yet attained his 19th birthday, or who has reached 19 but is so incapacitated that he is dependent in whole or in major part upon the earnings of the appointee, or who is receiving full-time education continuously up to and including the level of a first degree at an educational establishment which has received the prior approval of the University and provided that he shall not change to another educational establishment after reaching 21, dependent child status will be granted until such time when the child has completed his first degree. Exceptionally, dependent child status may be granted to a child who is receiving full-time education continuously up to and including the level of a second degree, provided the child has not attained his 21st birthday. The appointee shall in respect of any person whom he claims to be his dependent child be required to produce to the satisfaction of the University a birth certificate or certificate of adoption or similar document issued and valid under the laws of the territory or country in which the child was born or adopted showing the person's date of birth or age and relationship to the appointee, and in the case of a person who has attained age 19, proof acceptable to the University of the person's incapacity or valid documents acceptable to the University that the person is receiving full-time education at an educational establishment which has received the prior approval of the University.

- i) 'final month's salary' shall be the salary of the appointee at the end of his service, or, if his service terminates during or at the end of a period of unpaid or partly paid leave, his salary immediately preceding such leave, any salary adjustment during such leave notwithstanding.
- j) 'basic salary' means all salary payable to an appointee excluding any cash or non-cash benefits and/or allowances, payments for special work, bonuses, payments for overtime or other like payments and excluding also any payments for transportation, travelling, hotel meals or subsistence, expenses, housing allowances or similar benefits.
- k) References to 'scales' and 'points' are references to those specified in an appointee's Letter of Appointment and published by the University, where appropriate, from time to time.
- l) 'family' means the appointee's legal spouse as hereinafter defined and, if applicable, dependent child as hereinbefore defined.
- m) 'legal spouse' means the person to whom an appointee is lawfully married by any one of the following ways of marriage:
  - (i) a marriage celebrated or contracted in accordance with the provisions of the Marriage Ordinance (Laws of Hong Kong, Cap.181);
  - (ii) a modern marriage validated by the Marriage Reform Ordinance (Laws of Hong Kong, Cap.178);
  - (iii) a customary marriage declared to be valid by the Marriage Reform Ordinance (Laws of Hong Kong, Cap.178); or
  - (iv) a marriage celebrated or contracted outside Hong Kong in accordance with the law in force at the time and in the place where the marriage was performed;

and any person claiming to be the legal spouse of an appointee shall be required to produce a valid marriage certificate issued under the law in force in the territory or country where marriage was performed.

- n) 'leave' means paid leave, unless the leave is governed by regulations made by the University which provide for it to be unpaid or partially paid.
- o) 'month' means a period starting on the nth day of any calendar month and ending on the day before the nth day of the following calendar month.
- p) 'week' means any period of seven (7) consecutive days.
- q) 'year' means any period of twelve (12) consecutive months.
- r) Ages shall be calculated according to Western reckoning.
- s) Words importing the singular number include the plural number and vice versa.

t) Words importing the masculine gender include the feminine gender, unless the feminine gender is specifically provided for as an alternative to the masculine gender.

#### 2. The Contract

- a) The contract between the University and an appointee shall be defined in a Letter of Appointment signed on behalf of the University and by the appointee, and in these Terms of Service, and shall be subject to the Ordinance and Statutes of the University and the University Regulations as amended from time to time. In the event of any conflict or contradiction between these Terms of Service and the terms contained in the Letter of Appointment, the provisions of the Letter of Appointment shall prevail.
- b) Allowances and benefits shall be payable to the appointee and his family on the condition that they are not in receipt of similar benefits under the terms of employment of the appointee's legal spouse.

# 3. Start of Employment

Employment shall start from the date of assumption of duty in Hong Kong by the appointee.

#### 4. Duties

- a) An appointee shall perform the duties prescribed in his Letter of Appointment and/or as required by the holder of an office named in his Letter of Appointment, and/or such other duties within his competence as may reasonably be prescribed by the University.
- An appointee's services shall be exclusively at the disposal of the University and he shall not engage in outside practice or consulting activity for reward (which shall include fees, honoraria, retainers and any other remuneration whatsoever) except in accordance with such regulations as the University may establish from time to time.
- c) It is within the discretion of the University to require the attendance of the appointee concerned on such days and for such hours as is considered necessary, having regard to operational needs of the University. Unless otherwise specified in the appointee's Letter of Appointment, the normal working week comprises not less than thirty-nine (39) hours, including weekdays and Saturday mornings but excluding lunch time.
- d) An appointee shall not be absent from duty without obtaining leave from the University, and he may travel outside Hong Kong only during approved leave of absence or on public holidays except for certain appointees whose nature of duty requires them to obtain permission from the University each time they wish to travel outside Hong Kong.

# 5. Intellectual Property Rights

All University staff are required to observe any policies and regulations governing intellectual property rights attaching to work done by University staff which the University may issue from time to time. Persistent neglect or contravention of such policies and regulations by an appointee, or his failure to remedy a serious breach thereof promptly when it is drawn to his attention, shall be deemed to be good cause for his removal from appointment.

# 6. Types of Employment

The Letter of Appointment shall state whether the employment is probationary or substantive. If the employment is probationary, Clause 8 below in these Terms of Service shall not apply; if the employment is substantive, Clause 7 below in these Terms of Service shall not apply.

# 7. Probationary Employment

- a) If the employment is probationary, the period of probation shall be as specified in the Letter of Appointment.
- b) The appointment of an appointee in probationary employment shall be reviewed in accordance with the procedures determined by the University, and the University shall at its absolute discretion decide whether to offer the appointee a contract of substantive employment, or extend his contract of probationary employment or decide not to offer him further contract of employment upon completion of his probationary employment.

# 8. Substantive Employment

Subject to the provisions of Clauses 10 and 11 below, if the employment is substantive there shall be no fixed term to the contract of employment.

#### 9. Resignation

- a) Subject to Clause 9(b) below and unless otherwise specified in his Letter of Appointment, an appointee may resign his appointment by giving not less than six (6) months' notice of cessation of employment in writing if he is a holder of an office, or not less than four (4) months' notice of cessation of employment in writing if he is not a holder of an office, failing which he shall pay to the University a sum equal to his final month's salary multiplied by a number equal to the shortfall in months of the notice given against the stipulated period of notice.
- b) If an appointee resigns or leaves before serving a minimum period of six (6) months, he shall pay to the University, in addition to any payment in lieu of notice payable under the provisions set out in Clause 9(a) above, a sum equal to his final month's salary multiplied by a number equal to the shortfall in months

- of time served against the said minimum period. For the purpose of calculating the above shortfall in months, fractions of a month shall be taken into account.
- c) Leave period, except approved short leave, may not serve as notice of resignation.
- d) An appointee may resign on medical grounds whereupon, if this is accepted by the University, he shall be released from duty and be exempted from any requirement to give notice or make payments as stipulated in Clauses 9(a) and (b) above.

# 10. Termination of Appointment by the University

- a) The University may at any time terminate the appointment of an appointee on giving not less than six (6) months' notice of termination of employment in writing or salary in lieu of notice if he is a holder of an office or not less than four (4) months' notice of termination of employment in writing or salary in lieu of notice if he is not a holder of an office. If the appointee's service is terminated by the University on grounds other than those specified in Clause 10(b) below, he shall be eligible for any leave due to him.
- b) Notwithstanding Clause 10(a) above, the University shall be entitled to terminate the employment of an appointee forthwith without notice or payment in lieu thereof:-
  - (i) if the appointee:
    - (1) shall be guilty of any dishonesty, gross misconduct or wilful neglect of duty;
    - (2) is convicted of a criminal offence (other than an offence which in the opinion of the University does not affect his position at the University);
    - (3) shall fail to attend diligently to his duties in the course of his employment;
    - (4) shall again or continue to be absent without leave after one (1) month of unauthorised absence in any period of fifty-two (52) weeks;
    - (5) shall commit any continued material breach of the terms of his appointment from time to time, or
  - (ii) on any other ground on which the University would be entitled to terminate the employment without notice at common law or under the provisions of the Employment Ordinance (Laws of Hong Kong, Cap. 57).

On dismissal under this Clause 10(b), the appointee shall not be eligible for any leave due to him.

- c) The University shall not invoke Clause 10(a) above to terminate the employment of an appointee by reason only of anything done or omitted by the appointee pursuant to his freedom in the classroom to discuss his disciplines, in the conduct of research in his fields of special competence and in the publication of the results of his research except where the Senate is of the opinion that what the appointee has done or omitted amounts to a failure to meet the standards required by the University.
- d) On cessation of service under Clause 10(a) or (b) above, the appointee and his family shall cease to be entitled to all benefits from the date of such cessation.

#### 11. Retirement

- a) An appointee shall retire on June 30 next following the date of his 65th birthday or, if his birthday be on June 30, on his 65th birthday itself, and his employment shall not be extended beyond this date except by decision of the Council.
- b) Subject to approval by the Council and the provisions of Clause 9 above, an appointee may retire at any time between the ages of 55 and 65 by giving the period of notice stipulated in Clause 9 above.

#### 12. Annual Leave

- a) Subject to the provisions of Clauses 12(b) to (c) below and regulations governing the grant of annual leave as established from time to time by the University, an appointee shall be entitled to annual leave of six (6) calendar weeks per complete year of service or on a pro-rata basis for the months served.
- b) Annual leave is to be taken at a time approved by the University and for academic staff, it should normally be taken only during the non-teaching periods.
- c) Annual leave shall normally be taken within the leave year during which the leave is earned and at the most in two (2) periods. No payment in lieu shall be made for any annual leave earned but not taken during employment except in accordance with such regulations as established by the University from time to time.

#### 13. Short Leave

- a) Subject to the provisions set out in this Clause and regulations which the University may establish from time to time, an appointee shall be entitled to short leave of twelve (12) working days per complete year of service or on a pro-rata basis for the months served.
- b) Short leave has to be taken during each year of service or otherwise shall be forfeited. Short leave cannot be combined with other types of leave except special leave. Not more than six (6) working days can be taken consecutively.

# 14. Sabbatical Leave (for academic staff only)

- a) Sabbatical leave may be granted by the University to academic staff to undertake appropriate academic research and consultancy work and in accordance with regulations the University may establish from time to time. An appointee cannot hold any executive position in another establishment while on sabbatical leave.
- b) Sabbatical leave is not a right, and is subject to application by the appointee and approval by the University. Approval of the appointee's sabbatical leave, and/or the duration thereof, is at the absolute discretion of the University.
- Sabbatical leave, if granted, shall be calculated at the rate of one-sixth (1/6) of a period of leave-earning service but shall not in any circumstances extend beyond a maximum of twelve (12) months. For the purpose of calculating sabbatical leave, a period of leave-earning service shall start on the date of assumption of duty in Hong Kong (either on first appointment or on returning from annual leave or sabbatical leave) and shall include public and University holidays, sick leave with pay, maternity leave with pay, short leave and special leave not exceeding a continuous period of one month; but shall exclude, unless otherwise decided by the University, periods taken of annual leave, sabbatical leave, study leave, maternity leave without pay, special leave for a continuous period of more than one month, any form of no-pay leave and any other form of leave taken.
- d) If the appointee has tendered notice of resignation or has been given notice of termination from University service, the eligibility to apply for sabbatical leave shall cease and approval originally granted for sabbatical leave shall automatically be rescinded.
- e) Payment will not be given in lieu of sabbatical leave.
- f) Periods of sabbatical leave will not be counted for the purpose of earning any type of leave (e.g. annual/short leave) and leave passages but will count for other benefits. Sick leave, maternity leave or special leave will not normally be granted for any period falling within a period of sabbatical leave.

#### 15. Sick Leave

- a) An appointee who is for whatever reason sufficiently incapacitated, on account of illness, to prevent him from carrying out his duties shall be entitled to sick leave for the period of such incapacity subject to the provisions of Clause 15(b) to (f) below and regulations governing the grant of sick leave as established from time to time by the University.
- b) If an appointee is absent from work because of sickness for more than two (2) days, a medical certificate specifying the period of sick leave and nature of illness from a medical practitioner or a dentist registered under the Medical Registration Ordinance or the Dentists Registration Ordinance respectively shall be produced to the University.
- c) Notwithstanding Clause 15(b) above, an appointee who is absent from work on account of sickness for two (2) days or less, may if deemed necessary by the

University, be required to present to the University a medical certificate specifying the period of sick leave and nature of illness from a medical practitioner or a dentist registered under the Medical Registration Ordinance or the Dentists Registration Ordinance respectively.

- d) An appointee shall not leave Hong Kong during any period of sick leave, nor shall he be granted sick leave while absent from Hong Kong, except in either case by permission of the University.
- e) Where a period or periods of sick leave exceed or seem (in the opinion of the University) likely to exceed six (6) consecutive months, or to amount to a total of one hundred and eighty-three (183) days or more within a single period of twelve (12) months, then in either case the Council may seek advice from a medical board and then at its discretion:
  - (i) extend the period of sick leave; or
  - (ii) where the medical board considers that the total period during which the appointee is prevented by the incapacity from carrying out his duties may exceed twelve (12) months, terminate his appointment, giving not less than six (6) months' basic salary in lieu of notice of termination.
- f) During any period or periods of sick leave, an appointee shall receive full pay and allowances for the first one hundred and eighty-three (183) days or for the first six (6) consecutive months. Thereafter the terms of the sick leave shall be determined by the Council.

# 16. Maternity Leave

- a) Subject to the provisions of Clauses 16(b) to (h) below and regulations governing the grant of maternity leave as established from time to time by the University, a female appointee shall be entitled to maternity leave if she has completed four (4) weeks or more of continuous service immediately before taking any leave for confinement.
- b) The maternity leave shall cover, in the first instance, a continuous period of ten (10) weeks commencing from and inclusive of -
  - (i) a date four (4) weeks immediately before the expected date of confinement, or if the appointee so applies and the University so agrees, a later date but not less than two (2) weeks before the expected date of confinement; or
  - (ii) the actual date of confinement, if confinement occurs before the date in (i) above.
- c) If confinement takes place after the expected date of confinement, a further period of maternity leave equal to the number of days beginning on the day after the expected date of confinement up to and including the actual date of confinement shall be granted immediately following the ten (10) weeks of maternity leave under Clause 16(b) above.

- d) Another further period of maternity leave, not exceeding four (4) weeks, may be granted on grounds of illness or disability arising out of the pregnancy or confinement. This further period of maternity leave may be taken:
  - (i) wholly or in part immediately before the maternity leave under Clause 16(b) above;
  - (ii) wholly or in part immediately after the maternity leave under Clause 16(b) or (c) above as the case may be.
- e) An appointee who has been employed by the University under a continuous contract for a period of not less than forty (40) weeks immediately before the date of commencement of her maternity leave as determined under Clause 16(b)(i) above shall be entitled to full-pay maternity leave for the ten (10)-week period taken by her under Clause 16(b).
- f) An appointee with less than forty (40) weeks of continuous service immediately before the date of commencement of her maternity leave as determined under Clause 16(b)(i) above shall be entitled to no-pay maternity leave.
- g) In all other cases, any period of absence for confinement shall be unpaid.
- h) Maternity leave is not counted as sick leave.

#### 17. Other Leave

The grant of special leave, study leave and other form of leave not stipulated in these Terms of Service shall be governed by such regulations as the University may establish from time to time.

#### 18. Passages

- a) Subject to the provisions of Clauses 18(b) to (i) below and regulations governing the grant of passages as established by the University from time to time, an appointee shall be entitled to the following passages for himself, his legal spouse and up to four (4) dependent children:
  - (i) an outward passage to Hong Kong on appointment;
  - (ii) one (1) leave passage for each complete year of service, counting from the date of assumption of duty, save for the final year of the employment; and
  - (iii) a homeward passage from Hong Kong on termination of appointment, provided that:
    - (1) he has completed at least three (3) years of continuous service on Terms of Service A in the University; and

- (2) the termination of appointment is on resignation by serving due notice or payment of salary in lieu or on retirement in accordance with the provisions of Terms of Service A.
- b) No passage will be provided if the appointee and his family are provided with passages or cash in lieu by his legal spouse's employer, although where the latter entitlement is less favourable than that which would have been provided by the University, the University shall supplement it by the amount necessary to bring it to the level of the University's own scales.
- c) The passages provided will be by the most direct route between Hong Kong and the international airport nearest to the designated place as specified in his Letter of Appointment in respect of himself and his family. An appointee remunerated on or above the University Salary Scale A is entitled to air passages at Normal Economy or Business (Point to Point) fare rate, whichever costs less. An appointee remunerated on the University Salary Scale B is entitled to air passages at Cheapest Economy fare rate.
- d) Within the one (1) year leave passage eligibility period as defined in Clause 18(a)(ii) above, an appointee and his family members may each take not more than two (2) trips to any destination(s) of his choice, and on air travel not exceeding that for Business Class of travel provided the cost to the University of the trip(s) taken does not exceed the cost of the entitlement of any such appointee.
- e) Passages on appointment and on termination not taken within six (6) months upon assumption of duty and termination of service respectively shall be forfeited.
- f) If an appointee fails to take up the appointment, he shall be required to refund in full to the University the cost of any outward passage(s) to Hong Kong provided at the commencement of the appointment for himself and his family.
- g) If an appointee resigns before completing eighteen (18) months of service on Terms of Service A, he shall be required to refund to the University such proportion of the cost of the outward passage(s) to Hong Kong provided at the commencement of the appointment for himself and his family as the uncompleted eighteen (18)-month period bears to the requisite eighteen (18)-month period.
- h) An appointee shall refund to the University any passage provided in excess of his entitlement.
- i) No payment in lieu of passage shall in any circumstances be made.

#### 19. Baggage Allowance

- a) Subject to regulations established by the University from time to time, an appointee shall be eligible for baggage allowance on termination of appointment provided that:
  - (i) he is not returning to the University for further employment; and

- (ii) (1) he has completed at least three (3) years of continuous service in the University; or
  - (2) he has completed at least one (1) full contract for which termination baggage allowance is payable under the terms of the contract prior to being appointed on Terms of Service A; and
- (iii) the termination of appointment is on resignation by serving due notice or payment of salary in lieu in accordance with provisions in Terms of Service A, or on resignation on medical grounds accepted by the University, or on termination by the University other than under Clause 10(b) above, or on retirement in accordance with provisions in Terms of Service A, or on the death of the appointee.
- b) (i) The value of baggage allowance where payable shall be calculated by reference to unaccompanied air baggage rates or surface freight rates (both rates shall be determined by the University) as set out below:

unaccompanied air baggage

70 kg

#### plus

a supplementary surface freight baggage allowance subject to the rates set out below:

# Completed years of service\*

Up to three (3) years  $5.5 \text{ m}^3$ Addition for each completed year of service thereafter: 4th to 9th year  $0.7 \text{ m}^3$ from 10th year onwards  $1.0 \text{ m}^3$ 

\* Refers to continuous service for which termination baggage allowance is payable under the terms of employment. A period of six (6) months and above shall be counted as one (1) completed year.

#### plus

for an academic appointee, a surface freight allowance for the transportation of books

 $0.57 \text{m}^3$ 

- (ii) Within the calculated allowance, baggage may be sent by air or by surface or partly by air and partly by surface at the appointee's discretion.
- (iii) Insurance charges for baggage may be acceptable within the overall calculated baggage allowance, but customs duty and storage charge (other than those incurred as a result of unavoidable transhipment) are not eligible items for purpose of the allowance.
- c) Baggage allowance not claimed within six (6) months on termination of service shall be forfeited.

d) No payment in lieu of baggage allowance shall in any circumstances be made.

# 20. Home Financing Allowance

Subject to other eligibility criteria and terms and conditions as stipulated in the Rules on the Home Financing Scheme issued by the University from time to time, a Home Financing Allowance shall be payable to an appointee whose basic salary is at or equivalent to or above point 6 on the University Salary Scale B for an aggregate period of not more than 120 months.

#### 21. Children's Education Allowances

- a) Subject to regulations issued by the University from time to time, Local Education Allowance and/or Overseas Education Allowance will be payable to an appointee in respect of a maximum of four (4) dependent children at any one time.
- b) Local Education Allowance will be paid in respect of dependent children aged under 19 undergoing full-time primary or secondary education in Hong Kong in a school included in the Approved School List issued by the Director of Education, subject to the following:
  - (i) the Allowance is payable to the end of the following periods in which the child reaches the age of 19: September to December, January to March, or April to June. Exceptionally, the University may approve the payment of an allowance beyond this age limit (e.g. for handicapped children); and
  - (ii) the Allowance will cease to be payable if an appointee commences a period of unpaid leave in excess of thirty (30) days until such time when he resumes duty.
- c) Overseas Education Allowance will be payable to an appointee in respect of his dependent children aged above 9 but below 19 undergoing full-time education in an educational institute (approved by the University) in the country of the designated place specified in his Letter of Appointment subject to the following:
  - (i) the Allowance is payable from the beginning of the term in which the child reaches his 9<sup>th</sup> birthday up to the end of the term in which he becomes 19; and
  - (ii) the Allowance will cease to be payable if an appointee commences a period of unpaid leave in excess of thirty (30) days until such time when he resumes duty.
- d) The rates of Local Education Allowance and Overseas Education Allowance payable will be determined from time to time at the sole discretion of the University.
- e) No payment in lieu of education allowance shall in any circumstances be made.

# 22. School Passages

- a) Subject to regulations which the University may establish from time to time, school passages may be provided for a "dependent child" receiving full-time education overseas in an educational institute approved by the University to enable him:
  - (i) to commence his education overseas;
  - (ii) to visit his parents in Hong Kong from time to time during the period of overseas education; and
  - (iii) to return to Hong Kong on cessation of education.
- b) For the purpose of claiming school passages, "dependent child" must be under 21 years of age.
- c) School passage will be the cheapest economy (point to point) without stop-over air passage.
- d) The maximum number of dependent children in education overseas in respect of whom an appointee may claim school passages is four (4).
- e) A dependent child who is below 19 years of age is eligible for two (2) return school passages during a complete tour of 12-month service period. For a dependent child aged 19 or above but below 21, he is eligible for one (1) return school passage for every complete tour of 12-month service period.
- f) A dependent child is not entitled to school passages during the period when he is in receipt of leave passages under the employment contract of the appointee concerned.
- g) No payment in lieu of school passage shall in any circumstances be made.

#### 23. Medical and Dental Benefits

- a) Subject to the provisions of Clause 23(b) below and such terms and regulations as the University may establish from time to time, four (4) types of medical and dental benefits, namely outpatient treatment, surgery and hospitalisation, maternity care and primary dental treatment shall be provided to an appointee and his family.
- b) The Council may at its absolute discretion modify these benefits in any way at any time and the University shall be under no obligation to pay medical or dental expenses which are not covered by the University's provisions of medical and dental benefits.

# 24. Group Personal Accident Insurance

A group personal accident insurance scheme, to be paid for by the University, will be provided to cover death, personal injuries or damages caused by accidents arising out of and in the course of employment of appointees. The sum insured will be twenty-four (24) months of the relevant appointee's basic monthly salary.

# 25. Staff Superannuation Scheme or Mandatory Provident Fund Scheme

An appointee shall be given a one-off opportunity to become a member of either The Hong Kong University of Science and Technology Staff Superannuation Scheme ("Scheme") subject to and in accordance with the prevailing provisions of the Deed of Trust and Rules of the Scheme, or the Mandatory Provident Fund (MPF) Scheme provided by the University to its employees in accordance with the requirements of the MPF Schemes Ordinance (Laws of Hong Kong, Cap. 485), in either case with effect from the date of his appointment on these Terms of Service A unless otherwise specified in his Letter of Appointment.

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(11/2/2002)